



**1. The name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment:**

- a) Plaintiff, Oswaldo Barrios  
c/o Plaintiff's Counsel  
Matt Bachop, Esq.  
Deats Durst & Owen, PLLC  
8140 N Mopac Expy  
Suite 4-250  
Austin, TX 78759  
Telephone: (512) 474-6200

Mr. Barrios is the Plaintiff in this case and is believed to have knowledge regarding the factual allegations described in his complaint, and the legal claims and alleged damages he asserts against MasTec.

- b) MasTec Network Solutions, LLC  
c/o Nicole S. LeFave, Kimberly Kauffman  
Littler Mendelson, P.C.  
100 Congress Avenue, Suite 1400  
Austin, Texas 78701  
nlefave@littler.com  
kkauffman@littler.com

MasTec Network Solutions, LLC is not the proper Defendant in this matter. While MasTec Network Solutions, LLC does not concede that it or any related entity employed Plaintiff, MasTec Network Solutions does not have any relationship with DirecTV, Installation Squad, Bernardo Napoles, or Angel Rincon.

- c) Installation Squad, LLC  
Franz Spasic  
6411 SW 195th Avenue  
Fort Lauderdale, FL 33332

Installation Squad is believed to have knowledge regarding Plaintiff's factual allegations described in his complaint and the legal claims and damages he asserts against Installation Squad.

- d) Bernardo Napoles  
Address and phone number unknown

Based on the allegations in Plaintiff's Amended Complaint, Mr. Napoles is believed to be a manager for Installation Squad and may have supervised Mr. Barrios. As such, he is believed to have information regarding Mr. Barrios' alleged employment with Installation Squad.

- e) Angel Rincon  
Address and phone number unknown

Based on the allegations in Plaintiff's Amended Complaint, Mr. Rincon is believed to be a manager for Installation Squad and may have supervised Mr. Barrios. As such, he is believed to have information regarding Mr. Barrios' employment with Installation Squad.

- f) Any individual identified as an individual likely to have discoverable information in Plaintiff's Initial Disclosures, or in any other party's Initial Disclosures.
- g) Any rebuttal and impeachment witnesses.

Additional individuals may be identified in the course of discovery. MasTec reserves the right to supplement or otherwise modify this list as discovery continues, and further reserves the right to rely on, depose, and/or call any individuals identified by Plaintiff.

**2. A copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment:**

MasTec may use the following categories of documents to support its defenses, and will provide the same in the course of discovery in this matter:

- a) Any documents produced in response to subpoenas served by Plaintiff, MasTec, or any other party.
- b) Documents produced during discovery or used as exhibits by any party in depositions, hearings, or other proceedings.
- c) Documents listed in or produced in connection with any party's Initial Disclosures.

MasTec reserves the right to amend this list as discovery progresses and reserves the right to rely on any documents identified by Plaintiff.

**3. A computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.**

MasTec does not currently seek to recover damages from Plaintiff. MasTec reserves all rights to seek recovery of costs in the event it prevails at summary judgment or trial.

4. **For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.**

MasTec is not aware of any such indemnity or insuring agreements at this time but reserves the right to supplement this response as needed.

Dated: June 3, 2025

Respectfully submitted,

*/s/ Nicole S. LeFave*

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Nicole S. LeFave

Texas Bar No. 24085432

nlefave@littler.com

Kimberly Kauffman

Texas Bar No. 24089255

kkauffman@littler.com

LITTLER MENDELSON, P.C.

100 Congress Avenue, Suite 1400

Austin, Texas 78701

Telephone: 512.982.7250

Facsimile: 512.982.7248

**ATTORNEYS FOR DEFENDANT  
MASTEC NETWORK SOLUTIONS, LLC**

**CERTIFICATE OF SERVICE**

I hereby certify that on June 3, 2025, a true and correct copy of the foregoing was served on all counsel of record via email, including:

Matt Bachop  
DEATS DURST & OWEN, PLLC  
8140 N Mopac Expy, Suite 4-250  
Austin, Texas 78759  
mbachop@ddollaw.com

*Attorney for Plaintiff*

/s/ Kimberly Kauffman

Nicole S. LeFave  
Kimberly Kauffman